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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/815,052	03/31/2004	Jesper Kiehn	M61.12-0615	7946
27366 7590 12/10/2007 WESTMAN CHAMPLIN (MICROSOFT CORPORATION) SUITE 1400 900 SECOND AVENUE SOUTH MINNEAPOLIS, MN 55402-3319			EXAMINER HOFFMAN, BRANDON S	
			ART UNIT 2136	PAPER NUMBER
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

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<b>Office Action Summary</b>	<b>Application No.</b> 10/815,052	<b>Applicant(s)</b> KIEHN ET AL.	
	<b>Examiner</b> Brandon S. Hoffman	<b>Art Unit</b> 2136	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 01 October 2007.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1,3-18,20-34 and 36-39 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1,3-18,20-34 and 36-39 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |                                                                                                            |                                                                                         |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                                           | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____                                                |

### **DETAILED ACTION**

1. Claims 1, 3-18, 20-34, and 36-39 are pending in this office action.
2. Applicant's arguments, filed October 1, 2007, have been fully considered but they are not persuasive.

### ***Rejections***

3. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

### ***Claim Rejections - 35 USC § 101***

4. Claims 18 and 20-33 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claim 18 is not limited to tangible embodiments. In view of applicants' disclosure, specification page 9, line 26, through page 10, line 19, the medium is not limited to tangible embodiments, instead being defined as including both tangible embodiments (e.g., RAM, ROM, flash memory) and intangible embodiments (e.g., carrier waves, wireless media). As such, the claim is not limited to statutory subject matter and is therefore non-statutory. Claims 20-33 are dependent upon claim 18 and therefore inherit its deficiencies. For example, claim 18 could cite "a computer readable storage medium."

***Claim Rejections - 35 USC § 103***

5. Claims 1, 3-18, 20-34, and 36-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Boozer et al. (U.S. Patent Pub. 2004/0205355 A1) in view of Tingey (U.S. Patent Pub. No. 2004/0133583).

Regarding claims 1, 18, and 34, Boozer et al. teaches a method/system/computer readable medium for providing Resource-Event-Agent (REA) model based security, the method/system/**tangible** computer readable medium comprising:

- Identifying an REA defined association of a type which dictates ownership between a first object and a second object (page 1, paragraph 0016);
- Creating an association class for the REA defined association between the first object and second object, the association class defining security between the first object and the second object (page 1, paragraph 0018); **and**
- **Storing the association class object on a tangible computer readable medium for use in providing security between the first object and the second object** (paragraph 0088).

Boozer et al. does not specifically teach REA models and wherein creating the association class object for the association between the first object and the second object further comprises creating an association class object having properties defining security between the first object and the second object.

Tingey teaches REA models (fig. 1), and wherein creating the association class object for the association between the first object and the second object further comprises creating an association class object having properties defining security between the first object and the second object (paragraph 0066).

It would have been obvious to one of ordinary skill in the art, at the time the invention was made, to combine creating an association class object having properties, the properties of the association class object defining the security between the first object and the second object, as taught by Tingey, with the method/system/computer readable medium of Boozer et al. It would have been obvious for such modifications because objects have properties that define the attributes of the object. The attributes define the object and therefore define the security between the two objects.

Regarding claims 3, 20, and 36, the combination of Boozer et al. in view of Tingey teaches wherein creating the association class object further comprises creating one or more association class objects having properties, properties of the one or more association class objects defining security between a first class of objects of which the first object is a member and a second class of objects of which the second object is a member (see paragraph 0066 of Tingey).

Regarding claim 4, the combination of Boozer et al. in view of Tingey teaches wherein the second object is a securable object (see page 1, paragraph 0018 of Boozer et al., the objects may have security parents):

Regarding claims 5 and 21, the combination of Boozer et al. in view of Tingey teaches wherein the first object is of a particular agent type, and wherein a role for a user is defined by the particular agent type for the first object (see page 6, paragraph 0066 and 0076 of Boozer et al.).

Regarding claims 6-10 and 22-26, the combination of Boozer et al. in view of Tingey teaches wherein the second object is a contract or agreement type object, a commitment type object, an event type object, a resource type object, and an agent type object (see fig. 1 of Tingey, REA model contains all of the mentioned object types).

Regarding claims 11, 12, 27, and 28, the combination of Boozer et al. in view of Tingey teaches wherein identifying the REA defined association of the type which dictates ownership between the first object and the second object further comprises identifying an REA defined [control type/custody type] association between the first object and the second object (see page 1, paragraph 0016 and page 3, paragraph 0033 of Boozer et al., control meaning 'ownership' and custody meaning 'template').

Regarding claims 13 and 29, the combination of Boozer et al. in view of Tingey teaches wherein creating the REA defined association class object for the association between the first object and the second object further comprises creating the association class object in a security model (see page 1, paragraph 0016 of Boozer et al.).

Regarding claims 14, 30, and 37, the combination of Boozer et al. in view of Tingey teaches wherein creating the association class object in the security model further comprises creating the association class object in the security model separate from the REA model (see fig. 19, ref. num 1200 of Boozer et al.).

Regarding claims 15, 31, and 38, the combination of Boozer et al. in view of Tingey teaches wherein creating the association class object in the security model further comprises creating the association class object in the security model as part of the REA model (see fig. 2 of Boozer et al.).

Regarding claims 16, 32, and 39, the combination of Boozer et al. in view of Tingey teaches wherein defining security between the first object and the second object further comprises defining permissions and rights of the first object relative to the second object (see page 2/3, paragraph 0029 of Boozer et al.).

Regarding claims 17 and 33, the combination of Boozer et al. in view of Tingey teaches wherein defining permissions and rights of the first object relative to the second

object further comprises dynamically determining the permissions and rights in a security policy logic module outside of the security model (see paragraph 0066 of Tingey).

### ***Response to Arguments***

6. Applicant argues:
- a. Boozer does not teach REA models, particularly "creating an association class object for the REA defined association between the first object and the second object, the association class object having properties defining security between the first object and the second object" (page 13, first paragraph).
  - b. Tingey does not teach REA security, namely "creating an association class object for the REA defined association between the first object and the second object, the association class object having properties defining security between the first object and the second object" (page 14, last paragraph through page 10, first paragraph).
  - c. That the limitation of storing the association class object on a tangible computer readable medium for use in providing security between the first object and the second object remedies the 101 rejection previously applied.

Regarding argument (a), examiner disagrees with applicant. Boozer shows associations between objects to determine security between the objects. In figure 2, the first object and second object are in a relationship with each other, as imposed by the



containment boundary. The containment boundary establishes security rules for the two objects, which would be an association class object. As for Boozer not showing REA model, *ipsissimis verbis* states that the elements must be arranged as required by the claims, but the terminology or wording is not required. See *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

Regarding argument (b), examiner disagrees with applicant. Boozer was stated for teaching all of the limitations of claim 1, except that there was no stated REA model and the association class object has properties for defining security. Tingey discloses security of data (or objects) with properties.

Regarding argument (c), examiner disagrees with applicant. The limitation adds an intended use for a computer readable medium; a recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim.

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the

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shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Brandon S. Hoffman whose telephone number is 571-272-3863. The examiner can normally be reached on M-F 8:30 - 5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nasser G. Moazzami can be reached on 571-272-4195. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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/Brandon Hoffman/

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